

State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, 3RD Floor 72201-3966
P. O. Box 2940 72203-2940
Little Rock, Arkansas
501-324-9316

STATE CONTRACT AWARD EXTENSION

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

=====

BUYER: Rebecca O'Neal

CONTRACT/BID NO.: SP-04-0027

=====

DESCRIPTION: Laundry Supplies

CONTRACT PERIOD: October 1, 2004 through September 30, 2005

=====

DELIVERY REQUIREMENTS: 14 Days ARO

=====

PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.

INVOICE TO:

DELIVER TO:

VARIOUS

AS SPECIFIED BY AGENCY
PURCHASE ORDER

CONTRACT AWARD TO:

CONTACT NAME: Bruce Kottom

Ecolab Inc.
370 Wabasha Street
St. Paul, MN 55102

TELEPHONE NO.: (800) 352-5326
FAX NO.: (651) 293-2682
VENDOR NO.: 100000768
FEDERAL I.D. NO.: 41-0231510

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

BY:

Joseph A. Bidello

DATE:

9-14-04

STATE OF ARKANSAS
CONTRACT AWARD

CONTRACT AWARD NO.: SP-04-0027

PAGE 2

GENERAL:

1. Specifications furnished for this Request for Quotation are intended to establish desired quality or performance level, which will provide the best product available at the lowest possible price. All brands bid must be listed; specifications and descriptive literature provided, if bidding other than brand specified; and, if requested, a sample made available for testing. Other than designated brands shall receive equal consideration. The products bid may not be specially formulated for a particular user. The products must have been available and successfully marketed for a period of one (1) year. Bidders must supply the names, addresses and telephone numbers of three (3) accounts that are currently using the products being bid. These must be institutional-type accounts similar to the agencies using this contract. Account information must be included as indicated in this request for quotation..

NOTE:

State agencies that maintain large capacity laundry equipment and agencies that require and/or desire service from the laundry supply vendor will initiate purchase orders directly to the vendor.

State agencies may elect to purchase laundry products from the Arkansas Department of Correction where the ordering agency does not require service and on-site visits to agency locations is not necessary.

2. Quantities shown are the estimated usages for a one year period. Contract is to cover actual requirements of agencies for life of contract.
3. Bid price shall be quoted for each item, in unit of measure specified.
4. The prices shall include service as described in Service Section, and at no additional cost to the State.
5. Manufacturers shall package their products in factory sealed containers with proper labels designating product.
6. It will be the responsibility of the bidder to visit each job site to familiarize himself with the water conditions, equipment, and classification of laundry being washed.
7. A sufficient quantity of product may be required to perform a meaningful test. In the event that such a test is required, the product shall be shipped within 48 hours after request by the Office of State Procurement.
8. All products furnished throughout the period of this contract shall be in compliance with any and all requirements established or set forth by any regulatory agencies that legally or otherwise has authority to establish requirements for such products.
9. All information asked throughout the bid must be completed, in order for bidder to be considered for award.
10. Contractor may not deliver a substitute product unless approved by the Office of State Procurement.
11. This contract may be renewed at the end of each contract period for a period not to exceed seven (7) years. This must be mutually agreed upon by both buyer and seller with any price increase based upon Producer Prices and Price Indexes Data by the U.S. Department of Labor, Bureau of Labor Statistics.

STATE OF ARKANSAS
CONTRACT AWARD

CONTRACT AWARD NO.: SP-04-0027

PAGE 3

12. Usage may be a factor in determining successful bidder.

SERVICE:

1. Contractor shall provide for service calls to be made by technically trained personnel to each agency location.

- A. A service call must be made within 30 days of from the start of the contract. Thereafter, calls are to be made every 3 months. If a problem arises, an agency may request an emergency visit which must be made within 24 hours after notification.

Some state agencies are not listed as F.O.B. points, due to their small usage of products. These agencies may buy from this contract and are to receive a service call within 30 days after their first order is placed and thereafter on request by the agency as needed. The requested visit shall be treated as an emergency visit unless agency indicates that the contractor has additional time to respond to the request.

- B. The contractor shall give two (2) days prior notice to each agency (institution) where service calls are made, unless such service calls are sufficiently routine as to occur at the same time each month. The above provision is necessary to assure the presence of the proper institutional personnel while the service representative is visiting the institution.

2. Service personnel on each visit shall:

- A. Furnish the Business Manager of the institution a copy of a written service report for each call, listing the services performed and any recommendations that might be made. This report should be signed by the contractor and the Laundry Manager. In addition, the contractor will send one (1) copy of the signed report to Rebecca O'Neal, Office of State Procurement, P.O. Box 2940, Little Rock, AR 72203.

NOTE: Failure of the contractor to submit reports shall be sufficient cause for cancellation of contract and may be cause for rejecting future bids.

3. Contractor shall be in a position to make emergency deliveries of material at all times.

4. The bidder shall furnish with his bid, a list of service personnel that would be available to service state agencies. The address and phone number of each person should be given. This list of service personnel is not to include jobbers unless they are used on a routine basis and are qualified to render this type of service. Ability to provide proper service for all institutions may be a factor in determining award. (Service personnel to be listed as indicated in this request for quotation.)

5. Successful bidder must provide technical assistance, if requested, to laundry operation employees in the usage of their supplies to assure that they are used in a safe and efficient manner.

6. Contractor shall cut charts for machines, or at the option of the using agency, will instruct laundry personnel to do so. It will be the contractor's responsibility to have appropriate charts available, but agency will pay for charts at contractor's cost.

NOTE: Agency will continue to use present supplies until consumed before changing to new contract. New contractor will not be responsible for cutting charts for supplies already on hand.

STATE OF ARKANSAS
CONTRACT AWARD

CONTRACT AWARD NO.: SP-04-0027

PAGE 4

METHOD OF AWARD

The contract will be awarded "ALL OR NONE" based on estimated quantities x price per pound or gallon.

SUMMARY OF ORDERS:

1. To determine estimated quantities for future contracts, the successful bidder shall report the summary of total sales made under this contract. The summary must include: the quantity, product name of each item shipped, the name of the receiving agency and the total dollar value. This report shall be sent to: Rebecca O'Neal, P.O. Box 2940, Little Rock, AR 72203, Office of State Procurement no later than three months prior to expiration of contract.

MINIMUM SHIPMENTS:

The minimum amount of products to be ordered at one time is 300 pounds. Orders less than 300 pounds shall be prepaid and freight charges added to the invoice as a separate item. In instances where the contractor makes partial shipment on orders for more than 300 pounds, shipments shall be made FOB destination with no transportation charges added.

F.O.B. POINTS

(ADDITIONS AND/OR DELETIONS OF FOB POINTS MAY OCCUR DURING TERM OF THE CONTRACT.)

Human Development Center - Arkadelphia

Human Development Center - Alexander

Human Development Center - Booneville

Human Development Center - Conway

Human Development Center - Jonesboro

Human Development Center - Warren

Hot Springs Rehabilitation Center

Youth Services Center - Alexander, AR

DeGray State Park - Bismarck

Ozark Folk Center - Mountain View

Lake Chicot State Park - Lake Village

Petit Jean State Park - Mather Lodge - Morrilton

Queen Wilhelmina State Park - Mena

AR State University - Jonesboro

Lake Ouachita State Park - Mountain Pine

Lake Catherine State Park - Hot Springs

STATE OF ARKANSAS
CONTRACT AWARD

CONTRACT AWARD NO.: SP-04-0027

PAGE 5

Mt. Nebo State Park - Dardanelle

Crowley's Ridge State Park - Walcott

Lake Ft. Smith State Park - Mountainburg

Community Punishment - Little Rock

Community Punishment - Pine Bluff

Community Punishment - Texarkana

NOTE: Acts 454 and 461 of 1993 eliminates phosphate containing detergents in Arkansas by January 1, 1994. Because of this legislation, vendors must bid a detergent with no more than 0.5% phosphorous. Failure to comply will result in rejection of bid.

Bidders must submit Material Safety Data Sheets for each product. Failure to supply the MSDS will result in rejection of bid.

SPECIFICATIONS FOR LAUNDRY PRODUCTS

1. Detergent, general purpose for institutional and family laundry. Product to be effective under all water conditions and contain water conditioning agents for fast penetration and removal of oily and greasy stains. Product to be safe for use in home-type washing machines. Product to be effective at approximate temperatures of 100%-160° F. Phosphate to be 0.5% or less. Surfactant to be 5-15%. Usage: Light soil - 6-10 oz. per 100# dry linen, Heavy soil - 12-16 oz. Packaged in 55# units.

Brand Bid & Product No. Ecolab Inc. 70005 Royal Blend NP

QUANTITY	UNIT PRICE	TOTAL PRICE
57,000 lbs.	\$.39/lb or \$21.45/bag	\$22,230.00

2. Detergent, general purpose for smaller machines, effective in hard water and cold water safe for delicate fabrics and use in home - type machines. Phosphate to be 0.5 or less, Surfactant to be 8-12%. Packaged in 45# units.

Brand Bid & Product No. Ecolab Inc. 17251 Laundri Special NP

QUANTITY	UNIT PRICE	TOTAL PRICE
53,000 lbs.	\$.39/lb or 17.55/box	\$20,670.00

3. Bleach, powdered, for dispensing during suds cycle, approximately 13-15% available chlorine. Chlorine must not bleach more than 2% in a 30 day period. Product to be effective in 120° - 160° F. water. Product must be completely soluble. Usage: Average soil - 2-3 oz. - per 100#

STATE OF ARKANSAS
CONTRACT AWARD

CONTRACT AWARD NO.: SP-04-0027

PAGE 6

dry linen Packaged in 100# units. Product bid must release minimal chlorine odor during use.

4.

Brand Bid & Product No.: Ecolab Inc. 73200 Cloreze

QUANTITY	UNIT PRICE	TOTAL PRICE
20,000 lbs.	\$.71/lb or 71.00/drum	\$14,200.00

4. Fabric softener, quaternary, powdered with broad spectrum bacteriostatic action, safe for natural and synthetic fabrics, anti-static properties. Product to have an E.P.A. registration number. When used as directed, the product shall not build up on fabric and inhibit absorption. Usage: 2 oz. - 100# dry linen. Packaged in 100# units.

Brand Bid & Product No. Ecolab Inc. 70060 Tex Fluff W/BS400

QUANTITY	UNIT PRICE	TOTAL PRICE
5,300 lbs.	\$1.50/lb or 150.00/drum	\$7,950.00

5. Sour, free-flowing blend of sodium silicofluoride, surface active agents, optical brighteners and iron controlling agents. Product shall neutralize residual alkali and reduce pH factor to acceptable industry levels. Product removes rust stains and helps prevent yellowing. Usage: 2 oz - 100# dry linen. Packaged in 100# units.

Brand Bid & Product No. Ecolab Inc. 71209 Econo Sour

QUANTITY	UNIT PRICE	TOTAL PRICE
4500 lbs.	\$.65/lb or 65.00/drum	\$7,800.00

STATE OF ARKANSAS
CONTRACT AWARD

CONTRACT AWARD NO.: SP-04-0027

PAGE 7

STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
3. **BID SUBMISSION:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in **term contracts** are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on **firm contracts** are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and

STATE OF ARKANSAS
CONTRACT AWARD

CONTRACT AWARD NO.: SP-04-0027

PAGE 8

material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD: Term Contracts:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency.
Firm Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.
13. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within

STATE OF ARKANSAS
CONTRACT AWARD

CONTRACT AWARD NO.: SP-04-0027

PAGE 9

the time required and the agency cannot accept delivery.

17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
18. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
19. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
20. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
22. **ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
24. **LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
25. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age,

STATE OF ARKANSAS
CONTRACT AWARD

CONTRACT AWARD NO.: SP-04-0027

PAGE 10

religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

26. **CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
27. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
28. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.